

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

Fifth Third Bank, National Association

Plaintiff,

v.

Monica Trans, Inc., and Stanislav M. Patev,

Defendants.

Case No. 1:23-cv-04657

**MOTION FOR ENTRY OF JUDGMENT BY DEFAULT  
PURSUANT TO FED. R. CIV. P. 55**

Fifth Third Bank, National Association (“Plaintiff”), by and through its attorneys, Dinsmore & Shohl LLP, hereby moves this Court pursuant to Fed. R. Civ. P. 55 for a judgment by default against Monica Trans, Inc. (“Borrower”) and Stanislav M. Patev (“Guarantor” and collectively with Borrower, the “Defendants”) for their failure to appear, answer, or otherwise plead in response to Plaintiff’s Complaint. In support thereof, Plaintiff states as follows:

1. On July 19, 2023, Plaintiff filed its Complaint, wherein it sought recovery under a Promissory Note in the original sum of FOUR HUNDRED THOUSAND DOLLARS AND NO/100 (\$400,000.00), and the corresponding Commercial Guaranty (collectively, the “Loan Documents”). *See* Dkt. 1. As outlined in the Complaint, the Defendants breached the Loan Document by, *inter alia*, granting and/or permitting the filing or attachments of a security interest affecting Borrower’s collateral that “may be superior to Lender’s Security Interests” and by obtaining financing from other lenders.

2. Fifth Third effectuated service on Guarantor on September 24, 2023, and

Guarantor was found to be in default on October 23, 2023.<sup>1</sup> *See* Dkt. 11. Pursuant to this Court's order of October 23, 2023, Fifth Third sent a copy of this Court's October 23, 2023 order to Guarantor via certified mail *and* FedEx on October 24, 2023. *See* Dkt. 12.

3. Fifth Third effectuated service on Borrower on October 19, 2023, through the secretary of state as permitted by the Illinois Business Corporation Act, 805 ILCS 5/5.25, and Borrower was found to be in default on November 26, 2023. *See* Dkt. 16. Pursuant to this Court's order of November 26, 2023, Fifth Third sent a copy of this Court's November 26, 2023 order to Borrower via First Class Mail *and* FedEx on November 28, 2023. *See* Dkt. 20.

4. Pursuant to Rule 55(b)(1) "[i]f the plaintiff's claim is for a sum certain or a sum that can be made certain by computation, the clerk—on the plaintiff's request, with an affidavit showing the amount due—must enter judgment for that amount and costs against a defendant who has been defaulted for not appearing and who is neither a minor nor an incompetent person." Defendants are not minors or incompetent persons. Plaintiff's requested relief is for a sum certain, as established by the affidavit of Andy Morelli, a true and correct copy of which is attached hereto as "**Exhibit 1.**"

5. Additionally, Plaintiff is entitled to recover its reasonable attorneys' fees and costs. In support thereof, attached hereto as "**Exhibit 2**" is the affidavit of Alexander Wright.

6. A military affidavit for Stanislav M. Patev is attached hereto as "**Exhibit 3.**"

WHEREFORE, pursuant to Fed. R. Civ. P. 55, Fifth Third Bank, National Association respectfully requests this Honorable Court enter an Order of Judgment against Monica Trans, Inc., and Stanislav M. Patev in the amount of \$404,260.27 as of November 15, 2023, a per diem of

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<sup>1</sup> Guarantor was served via substitute service at 216 Flora Ave. Glenview, IL 60025. Mr. Patev is the taxpayer and owner of record of the subject property.

\$166.11 from November 16, 2023 through the date of judgment, plus reasonable attorneys' fees and costs of \$5,636.55, plus interest per statute.

Dated: December 21, 2023

Respectfully Submitted,

By: /s/ Alexander Wright

Alexander N. Wright

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***Counsel for Fifth Third Bank, National Association***